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7 Attorneys for Defendant
8 KINGS CREDIT SERVICES

9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 MICHAEL SMITH,
12 Plaintiff,
13 v.
14 KINGS CREDIT SERVICES; and DOES 1 to 10,
15 Defendant(s).

Case No.: 2:17-CV-2883

Los Angeles County Case No.: 17K03252

**DEFENDANT KINGS CREDIT SERVICES'
NOTICE OF REMOVAL**

16
17
18 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

19 PLEASE TAKE NOTICE that defendant KINGS CREDIT SERVICES hereby removes to this Court,
20 the state court action described below:

21 1. On March 15, 2017, an action was commenced in Superior Court, State of California, Los
22 Angeles County, entitled MICHAEL SMITH, Plaintiff, v. KINGS CREDIT SERVICES, Defendant,
23 as case number 17K03252.

24 2. On or about March 20, 2017, KINGS CREDIT SERVICES was served with the Summons
25 and Complaint, attached hereto as **Exhibit A**.

26 3. This Court has jurisdiction to hear this case because this action is a civil action of which
27 this Court has original jurisdiction under 28 U.S.C. § 1331, and is one which may be removed to this
28 Court by defendant pursuant to the provisions of 28 U.S.C. § 1441(a) in that it arises under the federal

1 Fair Debt Collection Practices Act (15 U.S.C. § 1692, *et seq.*, the federal Telephone Consumer
2 Protection Act (47 U.S.C. § 227, *et seq.*) and, the federal Fair Credit Reporting Act (15 U.S.C. § 1681
3 *et seq.*).

4 Dated: April 17, 2017

BERMAN BERMAN BERMAN
SCHNEIDER & LOWARY, LLP

6
7 By /s/ Amanda N Griffith
Amanda N. Griffith
8 Attorneys for Defendant
KINGS CREDIT SERVICES
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CERTIFICATE OF SERVICE

I, Debbie A. Main, declare:

I am a citizen of the United States, am over the age of eighteen years, and am not a party to or interested in the within entitled cause. My business address is 2390 Professional Drive, Roseville, CA 95661.

On April 17, 2017, I served the following document(s) on the parties in the within action:

"DEFENDANT KINGS CREDIT SERVICES' NOTICE OF REMOVAL"

X

BY MAIL: I am familiar with the business practice for collection and processing of mail. The above-described document(s) will be enclosed in a sealed envelope, with first class postage thereon fully prepaid, and deposited with the United States Postal Service at Sacramento, CA on this date, addressed as follows:

Alicia McElwaine-Leto, Esq.
Wade A. Miller, Esq.
WADE MILLER LAW
235 East Broadway, Suite 424
Long Beach, CA 90802
Tel: (562) 352-0489
E-mail: aleto@wademillerlaw.com
E-mail: miller@wademillerlaw.com

Attorneys for
PLAINTIFF MICHAEL SMITH

I declare under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement and that this Certificate was executed on April 17, 2017.

By. 

Debbie A. Main

EXHIBIT A

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Kings Credit Services; and Does 1 to 10

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Michael Smith

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 15 2017

Sherri R. Carter, Executive Officer/Clerk

NOTICE! You have been sued. The court may decide against you without your being heard. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desachar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of Los Angeles
Los Angeles Central District
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso) 17K03252

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Alicia McElwaine-Leto, Wade A. Miller, 235 E. Broadway, Suite 424, Long Beach, CA (562)437-6300

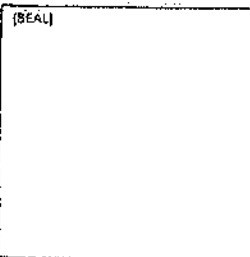
DATE: March 14, 2017
(Fecha)

MAR 15 2017

Sherri R. CARTER
(Secretary)

Marieta Panganiban, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Kings Credit Services

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Wade A. Miller SBN 208980 Alicia McElwaine-Leto SBN 308884 235 E. Broadway Ste. 424, Long Beach, CA 90802		CM-010 FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAR 15 2017 Shari R. Carter, Executive Officer/Clerk By Marieta Panganiban, Deputy	
TELEPHONE NO.: 562-352-0489 ATTORNEY FOR (Name): Plaintiff, Michael Smith		FAX NO.: SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles	
STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central		CASE NAME: Michael Smith v. Kings Credit Services; and Does 1 to 10	
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: 17K03252		JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)

☐ Uninsured motorist (46)

☐ Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (46)

☐ Other PIP/DWD (23)

Non-PIP/DWD (Other) Tort

☒ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☐ Fraud (16)

☐ Intellectual property (10)

☐ Professional negligence (25)

☐ Other non-PIP/DWD tort (35)

Employment

☐ Wrongful termination (36)

☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (00)

☐ Insurance coverage (18)

☐ Other contract (37)

Real Property

☐ Eminent domain/inverse condemnation (14)

☐ Wrongful eviction (39)

☐ Other real property (28)

Unlawful Detainer

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☐ Writ of mandate (02)

☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)

☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties

b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve

c. ☐ Substantial amount of documentary evidence

d. ☐ Large number of witnesses

e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **six**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **March 14, 2017**
Alicia McElwaine-Leto
 (TYPE OR PRINT NAME)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

File this cover sheet in addition to any cover sheet required by local court rule.

If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.

Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form adopted for Mandatory Use Judicial Council of California, Cal. Rules of Court, rules 3.220, 3.220, 3.400-3.403, 3.740, Cal. Standards of Judicial Administration, rld. 3.10 www.courtinfo.ca.gov

CIVIL CASE COVER SHEET

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Wade A. Miller SBN 208980 Alicia McElwaine Leto SBN 308804 235 E. Broadway Ste. 424, Long Beach, CA 90802		FOR COURT USE ONLY <div style="text-align: right;">CM-010</div>
TELEPHONE NO. 562-352-0489 FAX NO.: ATTORNEY FOR (Name): Plaintiff, Michael Smith		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central		
CASE NAME: Michael Smith v. Kings Credit Services; and Does 1 to 10		
CIVIL CASE COVER SHEET <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </div> <div style="width: 40%;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </div> <div style="width: 20%;"> CASE NUMBER: JUDGE: DEPT: </div> </div>		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/DAWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DAWD (23) Non-PIP/DAWD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DAWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (19) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (30)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Six

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 14, 2017

Alicia McElwaine-Leto

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Page 1 of 2
Cal. Rules of Court, rules 3.20-3.227, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, Std. 3.10
www.courtinfo.ca.gov

SHORT TITLE: Michael Smith v. Kings Credit Services, and Does 1 to 10	CASE NUMBER: 17K08252
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By Fax

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (45)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Michael Smith v. Kings Credit Services; and Does 1 to 10		CASE NUMBER
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6020 Other Commercial/Business Tort (not fraud/breach of contract) 1, 2, 3
	Civil Rights (06)	<input type="checkbox"/> A6005 Civil Rights/Discrimination 1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel) 1, 2, 3
	Fraud (18)	<input type="checkbox"/> A6013 Fraud (no contract) 1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice 1, 2, 3 <input type="checkbox"/> A6060 Other Professional Malpractice (not medical or legal) 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort 1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination 1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case 1, 2, 3 <input type="checkbox"/> A6108 Labor Commissioner Appeals 10
Contract	Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) 2, 5 <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) 2, 5 <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) 1, 2, 5 <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff 5, 8, 11 <input type="checkbox"/> A6012 Other Promissory Note/Collections Case 5, 11 <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) 5, 8, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex) 1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud 1, 2, 3, 5 <input type="checkbox"/> A6031 Tortious Interference 1, 2, 3, 5 <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) 1, 2, 3, 5, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ 2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case 2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure 2, 6 <input type="checkbox"/> A6032 Quiet Title 2, 6 <input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure) 2, 6
	Unlawful Detainer	Unlawful Detainer-Commercial (31) <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) 6, 11 Unlawful Detainer-Residential (32) <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) 6, 11 Unlawful Detainer-Post-Foreclosure (34) <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure 2, 6, 11 Unlawful Detainer-Drugs (38) <input type="checkbox"/> A6022 Unlawful Detainer-Drugs 2, 6, 11

SHORT TITLE		CASE NUMBER		
Michael Smith v. Kings Credit Services; and Does 1 to 10				
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3, Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case 2, 3, 6		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration 2, 5		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus 2, 8 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter 2 <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review 2		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review 2, 8		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation 1, 2, 8		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect 1, 2, 3		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort 1, 2, 8		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case 1, 2, 8		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental 1, 2, 3, 8		
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) 1, 2, 5, 8		
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment 2, 5, 11 <input type="checkbox"/> A6160 Abstract of Judgment 2, 6 <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) 2, 9 <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) 2, 8 <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax 2, 8 <input type="checkbox"/> A6112 Other Enforcement of Judgment Case 2, 8, 9		
		RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case 1, 2, 8	
		Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only 1, 2, 8 <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic harassment) 2, 8 <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) 1, 2, 8 <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) 1, 2, 8	
			Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case 2, 8
			Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment 2, 3, 8 <input type="checkbox"/> A6123 Workplace Harassment 2, 3, 9 <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case 2, 3, 9 <input type="checkbox"/> A6190 Election Contest 2 <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender 2, 7 <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law 2, 3, 8 <input type="checkbox"/> A6100 Other Civil Petition 2, 9


SHORT TITLE Michael Smith v. Kings Credit Services; and Docs 1 to 10	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 1020 N. Hollywood Way #128	
CITY: Burbank	STATE: CA	ZIP CODE: 91505	

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 3/14/17


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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County of Los Angeles

MAR 15 2017

Sherri R. Carter, Executive Officer/Clerk
By Marieta Panganiban, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT

MICHAEL SMITH

PLAINTIFF,

v.

KINGS CREDIT SERVICES;
AND DOES 1 TO 10

DEFENDANTS.

CASE No:

17 K 03252

COMPLAINT FOR VIOLATIONS OF THE
CALIFORNIA ROSENTHAL ACT; VIOLATIONS OF
THE TELEPHONE CONSUMER PROTECTION ACT;
VIOLATIONS OF THE CONSUMER CREDIT
REPORTING AGENCIES ACT; VIOLATIONS OF
THE FAIR CREDIT REPORTING ACT; AND
VIOLATIONS OF CALIFORNIA BUSINESS &
PROFESSIONS CODE §17500 AND §17200

LIMITED CIVIL
(DEMAND EXCEEDS \$10,000)

By Fax

COMPLAINT

1 Plaintiff alleges on information and belief as follows:

2 INTRODUCTION

3 Plaintiff, Michael Smith ("Plaintiff"), files this civil action against Defendant, Kings Credit
4 Services ("Kings"), and Does 1 to 10 (collectively referenced as "Defendants"), for violations of
5 California's Fair Debt Collection Practices Act ("RFDCPA"), violations of the Telephone Consumer
6 Protection Act ("TCPA"), violations of the Consumer Credit Reporting Agencies Act ("CCRAA"),
7 violations of the Fair Credit Reporting Act ("FCRA"), and for violations of California Business &
8 Professions Code §17500 and §17200.

9 Defendants have engaged in relentless, deceptive, and otherwise illegal telephone harassment
10 of Plaintiff as well as using false, deceptive and/or misleading tactics and techniques in connection
11 with the collection of a debt. Defendants' actions constitute unfair debt collection practices for
12 which Plaintiff seeks actual damages, statutory damages, punitive damages, injunctive relief, and
13 attorneys' fees, and costs of suit.

14 PARTIES

15 1. Plaintiff was, at all times relevant herein, a natural person over the age of 18 and
16 resident of Burbank, California.

17 2. Kings was, at all relevant times herein, a company doing business in Los Angeles
18 County, with an office located at 510 N. Douty Street, Hanford, California 93230.

19 3. At all relevant times herein Kings was a company engaged in the business of collecting
20 debts for others and therefore a "debt collector" as defined by the RFDCPA, Cal Civ. Code
21 §1788.2(c). Kings is also a person who furnishes information to consumer reporting agencies under
22 15 U.S.C. Section 1681s-2 and California Civil Code Section 1785.25(a).

23 4. Defendants Does 1 to 10, inclusive, are persons or entities, true names and capacities
24 presently unknown to Plaintiff, and who therefore are sued by such fictitious names, pursuant to the
25 provisions of Cal. Civ. Code, §474. Plaintiff is informed and believes and thereon alleges that each
26 named defendant perpetrated some or all of the wrongful acts alleged herein, is responsible in some
27 manner for the matters alleged herein, and is jointly and severally liable to Plaintiff. Plaintiff will
28

1 seek leave of court to amend this complaint to state the true names and capacities of such fictitiously
2 named defendants when ascertained.

3 5. Plaintiff is informed, and believes, and thereon alleges that at all relevant times, each
4 defendant was the agent, employee, representative, partner, parent company, subsidiary, or affiliate
5 of such agency, employment, representation, partnership or corporate affiliation, while doing or
6 omitting to do the acts alleged herein, and with the permission, approval, consent, and/or ratification
7 of all other defendants. The allegations against each defendant incorporate by reference the
8 allegations against each Doe defendant.

9 JURISDICTION AND VENUE

10 1. The California Superior Court has jurisdiction over this action pursuant to the
11 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
12 in all cases except those given by statute to other trial courts.

13 2. This Court has personal jurisdiction over Defendants. Defendants purposely avail
14 themselves of the benefits and protections of the State of California, and/or have sufficient contact
15 with the State of California such that maintenance of this action in this locale would be consistent
16 with traditional notions of fair play and substantial justice.

17 3. Venue is proper in the Central Courthouse in Los Angeles Superior Court, pursuant to
18 Cal. Civ. Code §395.5, because the cause, or some part of the cause, arose in Los Angeles County.

19 STATEMENT OF RELEVANT FACTS

20 4. At various and multiple times prior to the filing of the instant complaint, including
21 within the one year preceding the filing of this complaint, Defendants contacted Plaintiff in an
22 attempt to collect an alleged outstanding debt.

23 5. Defendants' unfair collection practices arise out of an alleged debt with a High Balance
24 of \$490.00 from Original Creditor Pentaluma Emergency Physician ("Pentaluma").

25 6. Plaintiff's alleged obligation was for "personal, family, or household purposes" (15
26 U.S.C. §1692a(5)) qualifying it as a "consumer debt," as defined by Cal. Civ. Code §1788.2(f).

27 7. Subsequently, Pentaluma assigned its rights to Plaintiff's alleged debt to Defendants for
28 the purposes of collection.

COMPLAINT

1 8. Thereafter, Defendants attempted to collect monies it was not legally entitled to collect
2 upon, reported and continued to report incorrect information on Plaintiffs' Credit Report, adding
3 illegal additional fees each subsequent month.

4 9. Plaintiff has never made a payment to Kings. The statute of limitations has passed for
5 Defendants to collect this money without providing appropriate notice to Plaintiff.

6 10. At the end of 2010, Defendants began to initiate calls to Plaintiff in connection with
7 this alleged debt by calling Plaintiff's cell phone number (310-437-3451), while using an "automatic
8 telephone dialing system," as defined by 47 U.S.C. §227(a)(1).

9 11. Plaintiff uses his cellular telephone number ending in "3451" ("Cell") for business as
10 well as personal use.

11 12. Defendants' calls constituted calls that were not for emergency purposes as defined by
12 47 U.S.C. §227(b)(1)(A).

13 13. Defendants' calls were placed to Cell which is assigned to a cellular telephone service
14 which Plaintiff incurs a charge for incoming calls pursuant to 47 U.S.C. §227(b)(1).

15 14. Over the past six years, beginning on or around June 15, 2010, Defendants have
16 continued to contact and harass Plaintiff, multiple times in one week, most recently using the phone
17 number 408-213-1541 as shown on the Caller ID.

18 15. Plaintiff revoked any and all consent to be contacted on Cell during a phone call in
19 2010, after Defendants repeatedly contacted Plaintiff using an "automatic telephone dialing system",
20 bombarded Plaintiff with questions, demanded answers and insinuated Plaintiff was a liar.

21 16. Defendants continued to attempt to collect monies it was not entitled to collect, threaten
22 to take action it was not legally entitled to take, and report wrong information.

23 17. On February 9, 2016, Plaintiff's TransUnion Credit Report listed Kings Credit Service
24 with an open collection account in the amount of \$783.00.

25 18. On May 10, 2016, Plaintiff's TransUnion Credit Report listed Kings Credit Service as
26 an open collection account in the amount of \$795.00.

27 19. On Plaintiff's TransUnion Credit Report from June 28, 2016, the alleged debt was
28 reported with a balance of \$807.00, as "updated" on June 10, 2016.

1 20. On Plaintiff's TransUnion Credit Report from July 13, 2016, the alleged debt was
2 reported with a balance of \$807.00, as "updated" on July 10, 2016.

3 21. On or around July 13, 2016, Defendants removed an open collections account in the
4 amount of \$490.00, listing "Med112 Petaluma Emergency Physician" as the Original Creditor, from
5 Plaintiff's TransUnion Credit Report.

6 22. On Plaintiff's Equifax Credit Report on August 11, 2016 and August 18, 2016, the
7 alleged debt was reported with a balance \$807.00, as "updated" on August 10, 2016.

8 23. On August 18, 2016, Plaintiff's TransUnion Credit Report no longer evidenced
9 Plaintiff as having any open account in "collections" with Defendants.

10 24. However, on Plaintiff's TransUnion Credit Report from October 26, 2016, the alleged
11 debt was reported with a balance of \$819.00, as "updated" on September 10, 2016.

12 25. On October 26, 2016, Plaintiff sent a fax correspondence to Defendants (fax number
13 (559) 587-4277) which designated Wade Miller Law ("WML") as counsel, disputed the alleged
14 debt, requested validation, and demanded all derogatory marks be removed from Plaintiffs' credit
15 reports immediately.

16 26. On or around October 26, 2016, Defendants removed an open collection account in the
17 amount of \$490.00 from Plaintiff's Equifax Credit Report from the collection agency "KCS".

18 27. On November 10, 2016, Defendants sent WML a fax correspondence informing
19 Plaintiff that it was unable to validate the account with the information provided, stating: "Kings
20 Credit Service has received your letter of dispute, however, we have determined it to be an invalid
21 dispute according to the Fair Credit Reporting Act 15 USC 1681s-2(a)(8) due to the following
22 reasons: *Failure of the consumer to provide sufficient information to investigate the disputed*
23 *information.*"

24 28. On November 29, 2016, Plaintiff sent Defendants a second letter, addressed to 510 N.
25 Douty St. Hanford, CA 93230, via US MAIL demanding validation of the alleged debt.

26 29. On or about December 8, 2016, Defendants removed a collection account in the
27 amount of \$490.00 from Plaintiff's TransUnion account indicating "Petaluma Emergency
28 Physician" as the original creditor.

1 30. On February 22, 2017, Defendants willfully violated the law when it attempted to
2 collect \$5,000.00 in connection with the previously disputed debt by contacting Plaintiff on his Cell
3 using an automatic telephone dialing system. Plaintiff again reminded Defendants to contact his
4 attorney and provided the contact information for WML.

5 31. Defendants never provided verification of the alleged debt, yet engaged in collection
6 activities against Plaintiff, which included placing calls to his Cell after Defendants received notice
7 not to contact Plaintiff by telephone.

8 32. Defendants continued to attempt to collect the alleged debt from Plaintiff by placing a
9 negative mark on Plaintiff's credit score showing an account being in "collections." Defendants
10 have further wrongfully verified this debt by updating Plaintiff's Reports with an inaccurate and
11 improper debt.

12 33. Further, Defendants refused to cease calling despite Plaintiff's plea to stop the
13 harassing calls and illegal collection efforts.

14 34. Defendants' phone calls occurred with enough regularity and frequency to constitute
15 harassment under the circumstances.

16 35. Section 1788.17 of the RFDCPA mandates that every debt collector collecting or
17 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j,
18 inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States
19 Code statutory regulations contained within the FDCPA, 15 U.S.C. §1692d, and §1692d(5).

20 36. Defendants' conduct violated the RFDCPA in multiple ways, including but not limited
21 to:

- 22 a. Causing Plaintiff's telephone to ring repeatedly or continuously with intent to harass,
23 annoy or abuse Plaintiff (15 U.S.C. §1692d(5));
- 24 b. Communicating with Plaintiff at times or places which were known or should have
25 been known to be inconvenient for Plaintiff (15 U.S.C. §1692c(a)(1));
- 26 c. Causing a telephone to ring repeatedly or continuously to annoy Plaintiff. (Cal. Civ.
27 Code §1788.11(d));
- 28

d. Communicating, by telephone or in person, with Plaintiff with such frequency as to be unreasonable and to constitute a harassment to Plaintiff under the circumstances.

(Cal. Civ. Code §1788.11(e)); and

e. Engaging in conduct the natural consequence of which is to harass, oppress, or abuse Plaintiff. (15 U.S.C. §1692d)).

37. Defendants have committed several violations of the law by falsely reporting the debt on Plaintiff's credit reports in amounts Defendants are not entitled to collect; placing false derogatory marks on Plaintiff's credit reports causing Plaintiff's credit score to decrease, preventing Plaintiff from obtaining *any* form of credit, and was a contributing factor to Plaintiff's inability to secure housing.

38. Defendants' conduct violated the TCPA by using an automatic telephone dialing system or an artificial or pre-recorded voice to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call. 47 U.S.C. §227(b)(A)(iii)).

39. As a proximate result of Defendants' illegal actions, Plaintiff suffered and continues to suffer injury to Plaintiff's feelings, personal humiliation, embarrassment, mental anguish, and emotional distress, and Defendants are liable to Plaintiff for Plaintiff's actual damages, statutory damages, and costs and attorneys' fees in an amount to be determined at trial.

FIRST CAUSE OF ACTION
VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
CA CIVIL CODE §1788 *et seq.*
AGAINST ALL DEFENDANTS

A. DEFENDANTS VIOLATED THE ROSENTHAL ACT BY MAKING FALSE & MISLEADING STATEMENTS TO PLAINTIFF IN ATTEMPT TO COLLECT A DEBT

40. Plaintiff re-alleges and incorporates by reference the allegations in the paragraphs above.

41. The RFDCPA, Civ. Code §1788 *et seq.*, was enacted in 1976 to ensure the integrity of our banking and credit industry. Civ. Code §1788.1(b). California Legislature found that "unfair or

1 deceptive debt collection practices undermine the public confidence which is essential to the
2 continued functioning of the banking and credit system and sound extensions of credit." Civ. Code
3 §1788.1(a)(2).

4 42. Defendants had a non-delegable duty under the RFDCPA not to commit violations of
5 the law, and not to allow their agents to commit such violations, which duties Defendants
6 themselves were prohibited from violating.

7 43. Plaintiff is a "debtor" in accordance with Civ. Code §1788.2(h), in that he is a natural
8 person from whom Defendant sought to collect a consumer debt alleged to be due and owing.

9 44. The purported debt, which Defendants attempted to collect from Plaintiff, is a
10 "consumer debt" within the meaning of Civ. Code §1788.2(f).

11 45. Defendants are in the business of collecting debts for others, and are therefore "debt
12 collector[s]" within the meaning of Civ. Code §1788.2(c).

13 46. Defendants willfully and knowingly violated the RFDCPA by engaging in collection
14 activities on a debt that Plaintiff does not owe and that Defendants are not entitled to collect upon,
15 and by attempting to collect a debt, the characters of which are false and misleading.

16 47. Plaintiff's Credit Reports indicate Plaintiff is indebted to Defendants as a result of a
17 debt owed to Pentaluma, originated in 2009. Plaintiff has not made any payments to Defendants in
18 connection to this alleged debt and now the Statute of Limitations has passed to collect on this debt.

19 48. Defendants' false and misleading actions in attempt to collect an illegal debt from
20 Plaintiff constitute a violation of the Rosenthal Act, which entitles Plaintiff to actual damages
21 sustained, statutory damages, reasonable attorneys' fees, and costs of the action. Such damages
22 include, without limitation, resulting monetary losses and damages, and emotional distress suffered
23 by Plaintiff, which damages are in an amount to be proven at trial.

24 49. In addition, Defendants' violations were willful and knowing, thereby entitling Plaintiff
25 to a statutory penalty of no less than \$100,000 and no more than \$1,000,000 pursuant to Civil Code
26 §1788.30(b). Plaintiff asserts that, given the intentional nature of Defendants' illegal activity, the
27 upper limit of \$1,000,000 is warranted
28

1 50. As a proximate result of the above-described violations of the RFDCPA, Plaintiff has
 2 been damaged and is entitled to collect such actual damages from Defendants pursuant to Civ. Code
 3 §1788.30(a); and reasonable attorneys' fees and costs pursuant to Civ. Code §1788.30(c).

4 **B. DEFENDANTS VIOLATED THE ROSENTHAL ACT BY FAILING TO COMPLY WITH**
 5 **PROVISIONS OF FEDERAL FAIR DEBT COLLECTION ACT 15 U.S.C. 1692 ET SEQ.**

6 51. Plaintiff incorporates by reference the allegations contained in the paragraphs above.

7 52. Civ. Code §1788.17 provides that debt collectors subject to the RFDCPA, collecting or
 8 attempting to collect a consumer debt, must also comply with provisions 15 U.S.C. §§1692(b) to
 9 1692(j), inclusive, part of the Federal Fair Debt Collection Practices Act ("FDCPA").

10 53. The FDCPA states that its purpose, in part, is "to eliminate abusive debt collection
 11 practices by debt collectors." (15 U.S.C. §1692(e)).

12 54. Defendants' acts and omissions constitute numerous and multiple violations of 15
 13 U.S.C. §1692, all of which are incorporated into California law via Civil Code §1788.17. Of
 14 relevance, without limitation, Defendants violated the following FDCPA provisions: (1) 15 U.S.C.
 15 §1692(e) using false, misleading or unfair representations or means to collect a debt; (2) 15 U.S.C.
 16 §1692(e)(2) by making false representations as to the character, amount, or legal status of a debt
 17 allegedly owed by Plaintiff; (3) 15 U.S.C. §1692(e)(10) the use of any false representation or
 18 deceptive means to collect or attempt to collect any debt or to obtain information concerning a
 19 consumer; (4) 15 U.S.C. §1692(f) using unfair or unconscionable means to collect a debt; and (5) 15
 20 U.S.C. §1692(f)(1) the collection of any amount (including any interest, fee, charge, or expense
 21 incidental to the principal obligation) unless such amount is expressly authorized by the agreement
 22 creating the debt or permitted by law.

23 55. Defendants' action in attempting to collect monies not owed was false and deceptive. A
 24 violation of 15 U.S.C. §1692(e) is a separate violation of the RFDCPA, Civ. Code §1788.17.

25 56. Defendants' violations of the RFDCPA were willful and knowing, thereby entitling
 26 Plaintiff to statutory damages of not less than \$100.00 nor more than \$1,000.00 per person pursuant
 27 to Civ. Code §1788.30(b). Plaintiff asserts that, given the purposeful nature of Defendants' illegal
 28 activity, the upper limit (\$1,000.00) of statutory damages under Civ. Code §1788.30 is warranted.

57. As a proximate result of the above-described violations of the RFDCPA, Plaintiff has been damaged in amounts, which are subject to proof, and is entitled to collect such actual damages from Defendant pursuant to Civ. Code §1788.30(a); statutory damages pursuant to Cal. Civ. §1788.30(b); and reasonable attorneys' fees and costs pursuant to Cal. Civ. §1788.30(c).

C. DEFENDANTS VIOLATED THE ROSENTHAL ACT BY ENGAGING IN HARASSING TELEPHONE CALLS TO PLAINTIFF IN ATTEMPT TO COLLECT AN INVALID DEBT

58. Plaintiff incorporates by reference the allegations contained in the paragraphs above.

59. Pursuant to the RFDCPA it is illegal for "debt collectors" to engage in a broad spectrum of proscribed conduct.

60. Civil Code §1788.11 states no debt collector shall collect or attempt to collect a consumer debt by means of...causing a telephone to ring repeatedly or continuously to annoy the person called.

61. The making of frequent calls itself can constitute actionable harassment under the Rosenthal Act (Civ. Code, §1788.11(e)); *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324, 345 (repeated unanswered calls; sufficient to state a claim) and the FDCPA (15 U.S.C. §1692d(5)).

62. Plaintiff has been receiving rude and harassing phone calls for several years, despite His repetitive demands that Defendant stop calling his cell phone.

63. King engaged in intrusive questioning before It disclosed Its true identity to Plaintiff.

64. King placed calls to Plaintiff which caused Cell to ring repeatedly or continuously in a manner to annoy the Plaintiff thus violating the provisions of Civ. Code §1788.11(d).

65. Kings violated provisions of Civil Code §1788.11(e) by communicating with such frequency as to be unreasonable and constitute a harassment under the circumstances.

66. All calls made after the 2011 call which resulted in Plaintiff hanging up the phone after revoking consent to be contacted constitute a violation.

67. All calls made to Plaintiff after the October 26, 2016 and/or the November 29, 2016 Letter of Representation was received by Kings constitute a willful violation.

68. As a proximate result of the above-described violations of the RFDCPA, Plaintiff has been damaged in amounts, which are subject to proof, and is entitled to collect such actual damages from Defendant pursuant to Civil Code §1788.30(a); statutory damages pursuant to Civil Code §1788.30(b); and reasonable attorneys' fees and costs pursuant to Civil Code §1788.30(c)

D. DEFENDANTS VIOLATED THE ROSENTHAL ACT BY ATTEMPTING TO COLLECT A DEBT PAST THE STATUTE OF LIMITATIONS

69. Plaintiff incorporates by reference the allegations contained in the paragraphs above.

70. Defendants violated 15 U.S.C. §1692(f) by attempting to collect a debt past the statute of limitations.

71. More than four years has passed since Plaintiff made a payment.

72. Defendants violated the provisions of Civil Code §1788.17 by violating 15 U.S.C. §1692(f).

73. As a proximate result of Defendants' violations enumerated above, Plaintiff has been damaged in amounts subject to proof, and entitled to collect such actual damages from Defendants pursuant to Civil Code §1788.30.

74. Defendants' violation of the RFDCPA was willful and knowing, thereby entitling Plaintiff to statutory damages pursuant to Civil Code §1788.30(b).

SECOND CAUSE OF ACTION

VIOLATION OF THE TELEPHONE CONSUMER PROTECTION ACT

47 U.S.C. § 227 ET SEQ.

AGAINST ALL DEFENDANTS

75. Plaintiff re-alleges and incorporates by reference the allegations set forth in the paragraphs above.

76. Section 227(b)(1)(A) of the TCPA (47 U.S.C. §227 et seq.) provides in pertinent part that "[i]t shall be unlawful for any person...to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice...to any telephone number assigned to a cellular telephone service...or any service for which the called party is charged for the call...."

1 77. Section 227(b)(3)(B) of the TCPA further provides in pertinent part: "A person or
2 entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate
3 court of that State...an action to recover for actual monetary loss from such a violation, or to receive
4 \$500 in damages for each such violation, whichever is greater...If the court finds that the defendant
5 willfully or knowingly violated this subsection, the court may, in its discretion, increase the amount
6 of the award to an amount equal to no more than three 3 times the amount available under...this
7 paragraph."

8 78. Section 227(e)(1)(B) of the TCPA further provides that "nothing in this section...shall
9 preempt any State law that imposes more restrictive intrastate requirements or regulations on, or
10 which prohibits...the use of automatic telephone dialing systems..."

11 79. When Defendants believed that Plaintiff owed It money, Defendants began collection
12 activities against Plaintiff. These activities included placing calls to Plaintiff's cell phone that used
13 prerecorded messages and an automatic telephone dialing system, after Defendant had received
14 multiple oral requests that Plaintiff did not want to be contacted telephonically or on his cell phone.

15 80. None of the calls made to Plaintiff's cell phone were for emergency purposes or made
16 with Plaintiff's express consent.

17 81. The minutes incurred by Plaintiff for these calls were counted towards the minutes
18 Plaintiff purchased as part of His cell phone plan.

19 82. Defendant's violations were negligent, or alternatively, they were willful or knowing,
20 47 U.S.C. §312(f)(1).

21 83. The foregoing acts and omissions of Defendant constitute numerous and multiple
22 negligent violations of the TCPA, including but not limited to each and every one of the above cited
23 provisions of 47 U.S.C. §227 *et seq.*

24 84. As a proximate result of Defendant's negligent and willful violations of the TCPA,
25 including but not limited to each and every one of the above cited provisions of 47 U.S.C. §227 *et*
26 *seq.*, Plaintiff is entitled an award of \$500.00 in statutory damages, for each and every violation,
27 pursuant to 47 U.S.C. §227(b)(3)(B) and \$1,500.00 in statutory damages, for each and every
28 violation, pursuant to 47 U.S.C. § 227(b)(3)(C).

1 85. Plaintiff is entitled to and seeks injunctive relief prohibiting such conduct in the future.

2 86. Plaintiff has been damaged as the proximate and legal result of Defendants' above-
3 described acts and is entitled to receive \$500 in damages for each violation multiplied by three.

4
5 **THIRD CAUSE OF ACTION**
6 **CONSUMER CREDIT REPORTING AGENCIES ACT**
7 **CALIFORNIA CIVIL CODE §1785.1 ET SEQ.**
8 **AGAINST ALL DEFENDANTS**

9 87. Plaintiff re-alleges and incorporates by reference the allegations set forth in the
10 paragraphs above.

11 88. Consumer Credit Reporting Agencies Act ("CCRAA"), *civil code §§1785.1 et seq.*,
12 prohibits furnishing information on a specific transaction or experience to any consumer credit
13 reporting agency if the person knows or should know the information is incomplete or inaccurate."
14 Civ. Code §1785.25(a). The CCRAA includes a private right of action to enforce the prohibition
15 against supplying incomplete or inaccurate consumer credit information.. Civ. Code 1785.25(g)

16 89. Section 1785.25 of the Civil Code requires that the provision of a credit report must be
17 as accurate as possible (See *Cisneros v. U.D. Registry, Inc.* (1995) 39 Cal.App.4th 548, 579. "This
18 means that the report violates the statute when it is misleading or incomplete, even if it is technically
19 accurate." (*Id.*; see also *Gorman v. Wolpoff & Abramson, LLP* (9th Cir. 2009) 584 F.3d 1147, 1163
[stating that a consumer report that contains technically accurate information may be deemed
inaccurate if statement is presented in such a way that it creates a misleading impression].)

20 90. King reported an outstanding balance due in an amount larger than what It was legally
21 entitled to collect which was not only inaccurate, but also misleading because King failed to send
22 any notification that this debt was not legally enforceable.

23 91. In *Venugopal v. Digital Fed. Credit Union*, when the creditor failed to report that its
24 debt was discharged in bankruptcy or that the debt was disputed the court reasoned that the failure to
25 report the discharge or the dispute "could have been misleading so as to materially alter the
26 understanding of the debt" because it suggested that the account was still collectable. (*N.D. Cal.*
27 *Mar. 27, 2013; 5:12-CV-06067 EJD 2013 U.S.Dist. Lexis 43829*)

28

1 92. King has falsely reported to one or more CRA that Plaintiff owes a deficiency balance,
2 after being notified that Plaintiff did not owe any such debt. Further, Defendants continue to report
3 to CRAs that Plaintiff owes a deficiency balance.

4 93. Defendants have committed several violations by falsely reporting the debt on
5 Plaintiff's credit reports and possibly with other CRAs when Plaintiff is not indebted to Defendants,
6 and by failing to include applicable debt collection notices as required by law.

7 94. As a proximate result of Defendants' unlawful acts, Plaintiff has suffered and incurred
8 actual damages, including, without limitation: damaged credit resulting in Plaintiff's inability to
9 obtain any line of credit in addition to attorneys' fees and costs incurred in the investigation, filing
10 and prosecution of this action pursuant to Civ. Code §1785.31(d).

11 95. Defendants' violations of the CCRAA were willful, evidenced by Defendants' act of
12 removing derogatory marks from Plaintiff's Report and subsequently adding the derogatory marks
13 again, entitling Plaintiff to recover punitive damages in an amount to be determined by the Court.

14 96. Plaintiff has been aggrieved by Defendants' violations described herein and seeks
15 permanent injunctive relief commanding Defendants to delete their credit reporting from Plaintiff's
16 credit reports, and to cease all future false credit reporting with respect to Plaintiff's account.

17
18 **FOURTH CAUSE OF ACTION**
19 **FAIR CREDIT REPORTING ACT**
20 **15 U.S.C. 1681 *ET SEQ.***
21 **AGAINST ALL DEFENDANTS**

22 97. Plaintiff re-alleges and incorporates by reference the allegations set forth in the
23 paragraphs above.

24 98. Defendants violated the FCRA by providing inaccurate information to Credit Reporting
25 Agencies ("CRAs") and failing to investigate the reported inaccuracy on Plaintiff's Account.

26 99. Congress enacted the FCRA, 15 U.S.C. 1681 *et seq.*, to ensure fair and accurate credit
27 reporting, promote efficiency in the banking system, and protect consumer privacy. To ensure that
28 credit reports are accurate, the FCRA imposes certain duties on the furnishers that provide credit
information to credit reporting agencies.

1 100. 15 U.S.C. 1681n and 1681o provides a limited private right of action that applies to 15
2 U.S.C. 1681s-2(b)'s requirement to investigate disputes and report inaccuracies.

3 101. Plaintiff is a "consumer" as defined by 15 U.S.C. §1681(a)(c). Defendants are
4 "furnishers" as defined by 15 U.S.C §1681s-2.

5 102. With respect to the furnishers [of information to consumer reporting agencies], section
6 623 of the FCRA imposes two general requirements: (1) the duty to provide accurate information
7 (15 U.S.C. §1681s-2)(a)) and (2) the duty to investigate the accuracy of reported information upon
8 receiving notice of a dispute (15 U.S.C. §1681s-2(b)). The FCRA prohibits "furnishers" from
9 providing information to a CRA that they knew (or consciously avoid knowing) is inaccurate.

10 103. Beginning in 2010, Defendants provided inaccurate information to CRAs about an
11 unverified debt that was not legally owed. By this reporting and subsequently continuously
12 affirming this invalid debt on all credit reports through the present, Defendants violated Plaintiff's
13 rights afforded to her under the FCRA.

14 104. In 2011, Plaintiff disputed the amount owed for the alleged debt. Nonetheless,
15 Defendants continued to report to CRAs that Plaintiff account was unpaid in violation of 15 U.S.C.
16 §1681s-2. Again recently, Plaintiff disputed the amount by written correspondence on October 26,
17 2016 and again on November 29, 2016.

18 105. When Plaintiff disputed that the alleged balance was not owed, there was an inaccuracy
19 for Defendant to investigate as well as a bonafied dispute and information that needed to be
20 corrected which Defendant should have reported to CRAs.

21 106. After Plaintiff informed Defendants of the inaccuracies of the information it had
22 reported to the CRAs, Defendant failed to (1) properly investigate the complaint to ensure all
23 reported information was complete, accurate and not misleading; and (2) failed to correct
24 information that was not complete, accurate, and not missing. In particular, and without limiting the
25 generality of the foregoing, Defendants failed to correct this information.

26 107. Defendants violated the provisions of the FCRA in at least the following respects: (1)
27 by willfully and negligently failing in the preparation of the consumer report concerning Plaintiff, to
28 follow reasonable procedures to assure maximum possible accuracy of the information in the report;

1 (2) by willfully and negligently failing to correct after receiving notice of information about Plaintiff
 2 which Defendants knew or should have known, was incomplete and/or inaccurate; (3) by willfully
 3 and negligently failing to correct and/or delete the incomplete and inaccurate information in
 4 Plaintiff's file after conducting an investigation; (4) by willfully and negligently failing to conduct
 5 and adequate investigation of Plaintiff's complaints and by willfully and negligently failing to
 6 implement corrective actions once the outcome of such investigations were known or should have
 7 been known to the defendants; (5) by willfully and negligently failing to provide notice to Plaintiff
 8 of the furnishing of negative credit information to credit reporting agencies; and (6) by willfully and
 9 negligently failing to provide such information to the credit bureaus indicating the full nature,
 10 reasons and extent of plaintiff's dispute and thus causing an inaccurate and incomplete credit report
 11 to the credit bureaus.

12 108. King violated the FCRA by inaccurately reporting the status of Plaintiff's alleged debt,
 13 and providing inaccurate information regarding Plaintiff's alleged debt to CRAs.

14 109. Plaintiff alleges that Defendants have willfully violated FCRA. Further, Defendants
 15 deliberately have inefficient procedures for correcting their credit files because they know that a
 16 certain number of consumers will either be intimidated or too frustrated to continuously fight back
 17 against the constant onslaught of collection activities for invalid debts. Defendants know that a
 18 certain number of consumers would rather pay than fight, even if the debt is not actually owed.
 19 Defendants know that their systems intimidate consumers so they'll pay debts even if not valid or
 20 not completely valid.

21 110. As a proximate result of the actions of the Defendants, Plaintiff has been damaged in an
 22 amount, which will be proven at the time of trial. As provided under the cited law, Plaintiff is
 23 entitled to actual damages, pain and suffering, punitive damages penalties costs and attorneys' fees.

24
 25 **FIFTH CAUSE OF ACTION**
 26 **MISLEADING OR DECEPTIVE STATEMENTS**
 27 **CALIFORNIA BUSINESS & PROFESSIONS CODE §17500 ET SEQ.**
 28 **AGAINST ALL DEFENDANTS**

111. Plaintiff re-alleges and incorporates by reference the allegations set forth in the
 paragraphs above.

1 112. In violation of California Business & Professions Code §17500, Defendants made
2 untrue or misleading statements to the Plaintiff, which they knew or reasonably should have known
3 were untrue or misleading at the time the statements were made.

4 113. These untrue, misleading and/or deceptive statements include, but are not limited to
5 Defendant's reporting to the credit reporting agencies and subsequent verification that Plaintiff owed
6 an outstanding debt.

7 SIXTH CAUSE OF ACTION
8 UNFAIR COMPETITION LAW
9 CALIFORNIA BUSINESS & PROFESSIONS CODE §17200
10 AGAINST ALL DEFENDANTS

11 114. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 51,
12 inclusive, as though set forth here in full.

13 115. Defendants have engaged in, and continue to engage in, acts or practices that constitute
14 unfair competition as defined in Business and Professions Code §17200. These acts or practices
15 include, but are not limited to the following:

16 a. Violating Civ. Code §1788.13, part of the RFDCPA, by making misrepresentations and
17 engaging in unlawful practices in connection with the collection of a debt, as alleged
18 above; and

19 b. Violating Civ. Code §1788.13, part of the RFDCPA, by using false, deceptive, or
20 misleading representations or means in connection with the collection of a debt, as
21 alleged above;

22 116. Defendants' acts constitute unlawful, unfair and fraudulent business acts and practices
23 and thereby violate California Business and Professions Code §17200 *et seq.*

24 117. Moreover, each of Defendants' violations of the various statutes, and common law
25 rights, as alleged above, constitutes a predicate violation, which supports a claim under the
26 "unlawful" prong of California Business and Professions Code §17200.

27 118. Each of Defendants' various dishonest, bad faith, unfair and unreasonable actions and
28 statements, as alleged above, constitute "unfair" or "fraudulent" acts or practices under Section
17200's other two prongs.

1 119. Defendants acted unfairly and fraudulently by: engaging in harassing phone calls
2 without Plaintiff's express consent; placing a derogatory mark on Plaintiff's Report, and
3 subsequently refusing to reveal to Plaintiff information regarding what this debt was for,§ and why
4 Defendants' actions were justified.

5 120. As a proximate result of Defendants' various unlawful, unfair, and fraudulent business
6 acts and practices, Plaintiff suffered substantial injuries. Accordingly, Plaintiff is entitled to
7 equitable relief, including restitution and attorneys' fees, and any other appropriate relief authorized
8 by Section 17200 *et seq.* of the California Business & Professions Code.

9 121. Defendants need only to have violated one of the provisions set forth above to be liable
10 under this Cause of Action.

11 122. The above-described unlawful, unfair, or fraudulent business facts and practices
12 engaged by Defendants continue to this day and present a threat to Plaintiff and to the general public
13 in that Defendants failed to publicly acknowledge the wrongfulness of its actions and provide the
14 complete relief required by statute.

15 123. Pursuant to California Business and Professions Code §17203, Plaintiff seeks an order
16 of this Court prohibiting Defendants from continuing to engage in the unlawful, unfair, or fraudulent
17 business acts and practices set forth in this Complaint, including, but not limited to: misrepresenting
18 the amounts owed by consumers, and collecting or attempting to collect on judgments obtained by
19 fraud.

20
21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff respectfully prays that judgment be entered against Defendants for the
23 following:

- 24 (A) Compensatory damages in an amount to be proven at trial;
25 (B) A statutory penalty, pursuant to Civ. Code §1788.30;
26 (C) A statutory penalty, pursuant to 15 U.S.C. §1692 *et seq.*;
27 (D) An award of statutory damages of \$500.00 per violation of the TCPA determined to be
28 negligent pursuant to 47 U.S.C. §227 *et seq.*;

COMPLAINT

1 (E) An award of statutory damages of \$1,500.00 per violation of the TCPA determined to be
2 willful pursuant to 47 U.S.C. §227 *et seq.*;

3 (F) Punitive damages;

4 (G) Injunctive relief;

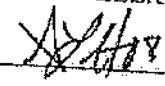
5 (H) For reasonable attorneys' fees and costs of suit incurred herein,

6 (I) Pre-judgment interest to the extent permitted by law; and

7 (J) For any such further relief as the Court deems just and proper.
8
9

10 DATED: March 13, 2017
11

WADE MILLER LAW

By: 

Alicia McElwaine-Leto
Attorney for Plaintiff§

FILED
LOS ANGELES SUPERIOR COURT

MAR 07 2016

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
C. Casarez
BY C. CASAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

17K03252

In re Limited Civil Jurisdiction Cases Calendared) Case No.:
in Department 77 (Non - Collections Cases))
) 2nd AMENDED
) GENERAL ORDER
)
)
)
)

TO EACH PARTY AND TO THE ATTORNEY OF RECORD FOR EACH PARTY:

Pursuant to the California Code of Civil Procedure, the California Rules of Court, and the Los Angeles County Superior Court Local Rules, the COURT HEREBY ISSUES THE FOLLOWING GENERAL ORDERS THAT SHALL APPLY TO ALL LIMITED CIVIL (NON-COLLECTION) CASES FILED AND/OR HEARD IN DEPARTMENT 77.

1. PLAINTIFF(S) IS/ARE ORDERED TO SERVE A COPY OF THIS GENERAL ORDER ON THE DEFENDANT(S) WITH COPIES OF THE SUMMONS AND COMPLAINT AND TO FILE PROOF OF SERVICE, AS MANDATED IN THIS ORDER.

2. The Court sets the following trial date in this case in Department 77 (7th floor, Room 736) at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012:

TRIAL:
• Date: TRIAL: 09 / 17 / 2018 OSC: 03 / 16 / 2020 9 a.m.

SERVICE OF SUMMONS AND COMPLAINT

3. The trial date set forth above is conditioned on the defendant(s) being served with the summons and complaint within six (6) months of the filing of the complaint. The trial date may be continued to a later date if service is not accomplished within six months. The parties may stipulate to keep the original trial date even if service of the summons and complaint is not completed within six months of the filing of the original complaint.

4. The summons and complaint shall be served upon the defendant(s) within three years after the complaint is filed in this action. (Code Civ. Proc., § 583.210, subd. (a).) Failure to comply will result in dismissal, without prejudice, of the action, as to all unserved parties who have not been dismissed as of that date. (Code Civ. Proc., § 581, subd. (b)(4).) The dismissal as to the unserved parties, without prejudice, for this case shall be effective on the following date:

UNSERVED PARTIES DISMISSAL DATE

TRIAL: 09 / 17 / 2018 OSC: 03 / 16 / 2020

5. No Case Management Review (CMR) and no Mandatory Settlement (MSC) or Final Status Conferences (FSC) will be conducted in this case.

LAW AND MOTION

6. All regularly noticed pretrial motions will be heard in Department 77 on Mondays, Tuesdays, Wednesdays, and Thursdays at 8:30 a.m. A motion will be heard only if a party reserves a hearing date by going to the court's website at www.lacourt.org and reserving it

1 through the Court Reservation System (CRS). All motions should be filed in Room 102 of the
2 Stanley Mosk Courthouse.

3
4 7. Tentative Rulings may be posted on the Court's internet site no later than the day
5 prior to the hearing. To access tentative rulings, parties may go to lacourt.org, select "Civil"
6 Division, and then click on "Tentative Rulings."

7 **EX PARTE APPLICATIONS**

8 8. Ex parte applications must be noticed for 1:30 p.m. in Department 77. All ex
9 parte application fees must be paid by 1:00 p.m. in Room 102 of the Stanley Mosk Courthouse.

10 **JURY FEES**

11
12 9. The fees for a jury trial shall be due no later than 365 calendar days after the filing
13 of the initial complaint, or as otherwise provided by Code of Civil Procedure section 631,
14 subdivisions (b) and (c).

15 **STIPULATION TO CONTINUE TRIAL**

16
17 10. A trial will be postponed if all attorneys of record and/or the parties who have
18 appeared in the action stipulate in writing to a specific continued date. If the stipulation is filed
19 less than five (5) court days before the scheduled trial date, then a courtesy copy of the
20 stipulation must be filed in Department 77. A proposed order shall be lodged along with the
21 stipulation. The Stipulation and Order should be filed in Room 118 of the Stanley Mosk
22 Courthouse with the required filing fees.

23 **TRIAL**

24
25 11. Parties are to appear on the trial date ready to go to trial, and must meet and
26 confer on all pretrial matters at least 20 calendar days before the trial date. On the day of trial
27 the parties shall bring with them to Department 77 all of the following:
28

- i. A printed Joint Statement of the Case;

- 1 ii. Motions in Limine, which must be served and filed in accordance with the Local
- 2 Rules of the Los Angeles Superior Court (LASC) see local rule 3.57;
- 3
- 4 iii. A printed Joint Witness List disclosing an offer of proof regarding each
- 5 testimony, the time expected for testimony, and the need of an interpreter.
- 6
- 7 iv. Joint Exhibits in Exhibit Books, numbered appropriately, and Exhibit List;
- 8
- 9 v. A printed Joint Proposed Jury Instructions, and
- 10
- 11 vi. A printed Joint Proposed Verdict form(s).

12 **FAILURE TO PROVIDE ANY OF THE AFOREMENTIONED DOCUMENTS**
13 **ON THE TRIAL DATE MAY CAUSE A DELAY IN THE CASE BEING ASSIGNED TO**
14 **A TRIAL COURT.**

15 **GOOD CAUSE APPEARING THEREFORE, IT IS SO ORDERED.**

16 DATED: 3/7/16

17 Kevin C. Brazile
18 Hon. Kevin C. Brazile
19 Supervising Judge of Civil
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28

GEN-16-Limited Jurisdiction Portal-PJ

FILED
Superior Court of California
County of Los Angeles

JUN 29 2016

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In re Limited Jurisdiction Civil Cases
Calendared in the Los Angeles County
Superior Court

GENERAL ORDER RE LIMITED
JURISDICTION CIVIL PROCEDURES:
NOTICE OF WEB PORTAL
AVAILABILITY FOR INTERPRETER
REQUESTS
(Effective July 11, 2016)

TO EACH PARTY:

In order to expedite the availability of interpreters at hearings on limited jurisdiction civil cases, IT IS HEREBY ORDERED that each limited jurisdiction civil plaintiff shall, along with the complaint and other required documents, serve all named defendants with the *Notice of the Availability of Web Portal for Interpreter Requests*; this notice informs the litigants that the Los Angeles County Superior Court provides interpreter services in limited jurisdiction civil cases at no cost to parties with limited English proficiency and that Spanish language interpreters are available in courtrooms where limited jurisdiction civil hearings are held. The notice will be provided to the plaintiff at the time the limited jurisdiction civil action is filed, if filed at the clerk's office, and will also be posted on the Los Angeles County Superior Court internet website (<http://www.lacourt.org/>). Plaintiff(s) must then indicate service of the *Notice of Availability of Web Portal for Interpreter Requests* on line 2(f) of the Proof of Service of Summons form (POS-010).

Effective immediately, this General Order is to remain in effect until otherwise ordered by the Presiding Judge.

DATED: June 29, 2016



Carolyn B. Kuhl
CAROLYN B. KUHL
Presiding Judge

AUGUST 5, 2016